

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

KRUEGER INTERNATIONAL, INC.,

Plaintiff,

v.

Case No. 04-C-1240

STARENA INTERNATIONAL PTY LTD,

Defendant.

ORDER FOR DEFAULT JUDGMENT

This matter came before the court on the motion of Krueger International, Inc., (Krueger), for a default judgment against defendant Starena International Pty Ltd, (Starena), based upon Starena's breach of the contract and implied warranty entered into between the parties and concerning the installation of seating at the Resch Center located in Green Bay, Wisconsin. The court has jurisdiction over the matter pursuant to 28 U.S.C. § 1332. The defendant having failed to answer or otherwise respond to the complaint, the court accepts the facts alleged as true and incorporates them herein by reference. Based upon the evidence presented at the hearing on the defendant's motion, the court further finds that Starena breached the agreement between the parties by providing defective seat backs which failed to perform as warranted. Replacements are required for 6,347 seat backs, along with the required hardware for attachment to the seat structure. In addition, labor costs for replacing the seat backs total \$59,707.50. Krueger is entitled to and has requested specific performance of its contract, as well as damages.

Based upon the foregoing, **IT IS HEREBY ORDERED** that Judgment be entered in favor of Krueger and against Starena directing that Starena provide replacements for 6,347 seat backs with the appropriate hardware needed for attachment within 90 days of entry of judgment in this matter. In addition, Krueger is awarded damages representing the costs of the labor to replace the seat backs in the amount of \$59,707.50, together with the costs and disbursements of this action.

Dated this 12th day of September, 2005.

s/ William C. Griesbach
William C. Griesbach
United States District Judge